

REMARKS

Examiner Rhode is thanked for the thorough examination of the subject Patent Application. The Claims have been carefully reviewed and amended, and are considered to be in condition for allowance.

5 Reconsideration of the rejection under 35 USC §101 of Claims 1 – 56, in which the Examiner holds that the claimed invention is directed to non-statutory subject matter directed to a process that does nothing more than manipulate an abstract idea and has no practical application in the technological arts, is requested in light of the following arguments. The applicant believes that the
10 claimed invention of Currently Amended Claims 1 – 56 accomplishes a practical application. That is the invention of Currently Amended Claims 1 – 56 produces a "useful, concrete and tangible result." (State Street Bank & Trust Co. v. Signature Financial Group Inc., 149 F. 3d 1368, 1374, 47 USPQ2d 1596, 1601-02, Fed. Cir. 1998) and that there is "practical application in the technological arts". The
15 "concrete and tangible" results of this invention are:

for Claims 1-9 and 45-55:

creating a contractual interface to couple a camera provider with a
consumer to provide said consumer with at least one camera
via said contractual interface in exchange for said commitment;
20 (Claim 1, Lines 3-4)

determining via said contractual interface that the consumer has at
least one of a plurality of financial instruments; (Claim 1, Lines
15-16)

providing the consumer via said contractual interface with the
5 camera, in response to the consumer entering into the
commitment and determining via said contractual interface that
said consumer has at least one of the plurality financial
instruments; (Claim 1, Lines 17-19)

transferring from said consumer images acquired by said camera to
10 an image processor; (Claim 1, Lines 3-4)

restricting access to images acquired from the camera to prevent
the consumer from obtaining reproductions of the images made
from a source not associated with the camera provider; (Claim
1, Lines 21-23)

15 and

printing reproductions of at least one of the images having
restricted access. (Claim 1, Lines 29-30)

For Claims 10 -34 and 56:

creating a contractual interface to couple a camera provider with a
20 consumer; (Claim 10, Lines 3-5) and

determining via said contractual interface that the consumer has at
least one of a plurality of financial instruments; (Claim 10, Lines
13-14)

5 providing via said contractual interface the user with the camera at
least partly in response to the user entering into the commitment
and determining via said contractual interface that said
consumer has at least one of the plurality financial instruments.
(Claim 10, Lines 15-18)

For Claims 35-39:

10 creating a contractual interface to couple a camera distributor with
a consumer; (Claim 35, Lines 2-3)

receiving at a computer via said contractual interface at least one
image taken with the camera; (Claim 35, Lines 14-15)

15 receiving an order via said contractual interface for a reproduction
of the at least one image; (Claim 35, Lines 16-17)

and

creating said reproduction of the at least one image; (Claim 35,
Line 18)

Claims 40 – 45:

creating a contractual interface to couple a camera distributor with
a consumer; (Claim 40, Lines 2-3)

receiving payment via said contractual interface from the consumer
for image reproductions of images captured with the camera;
5 (Claim 40, Lines 16-17)

providing via said contractual interface said reproductions of
images to said consumer; (Claim 40, Lines 18-19)

and

paying the camera manufacturer at least a first amount based, at
10 least it part, on the payment received from the consumer. (Claim
40, Line 20-21)

The applicant believes that the concrete and tangible results, as cited
above, are in fact directed to a process that does more than manipulate an
abstract idea.

15 Additionally, the applicant believes that creating a contractual interface
(Claim 1, Line3; Claim 10, Line 3; Claim 35, Line 3; Claim 40, Line 2), restricting
access to images (Claim 1, Lines 21-23), transferring images (Claim 1, Lines 24-
25), printing reproductions of the images having restricted access (Claim 1, Lines
25-26), determining via said contractual interface that the consumer has financial
20 instruments; (Claim 10, Lines 13-14), receiving images at a computer (Claim 35,

Line 10), receiving an order for a reproduction of images (Claim 35, Line 11), and creating said reproduction of the at least one image (Claim 35, Line 18) and (Claim 40, Line 18-19) each are not "mental steps" and have practical application in the technological arts (In re Musgrave, 167 USPQ 280 (CCPA 1970) and In re Johnston, 183 USPQ 172 (CCPA 1974)). For instance the "contractual interface" must involve more than a mental exercise to provide a camera and transfer images from the camera for reproduction. Further, "restricting access" to images within the camera involves physical functions such as encrypting of images resident within the camera.

10 Reconsideration of the rejection under 35 USC §103(a) of Claims 1, 6 - 11, 19 - 28, 30 - 47, 49 - 58, 62 - 68, 70 - 78 and 82 - 96 as being unpatentable over U. S. Patent 5,963,752 (Zander) in view of U. S. Patent 6,167,251 (Segal) and further in view of U. S. Patent 5,974,401 (Enomoto), is requested in light of the following arguments.

15 Zander provides a camera to a user with a filmstrip having certain characteristics including the film type and number of exposures to be included in the camera. Further Zander describes communicating user photofinishing instructions, which are then stored in the camera for future processing. There is no description of the user of commitment to the purchase of a first amount of
20 image reproductions. In Zander, the camera is loaded with a certain number of exposures. With regards to Claims 1-9, 45 - 55, and 77 - 95, Zander does not provide:

creating a contractual interface to couple a camera provider with a
consumer to provide said consumer with at least one camera
via said contractual interface in exchange for said commitment
(Claim 1, Lines 3-6)

5 determining via said contractual interface that the consumer has at
least one of a plurality of financial instruments; (Claim 1, Lines
15-16)

restricting access to images acquired by the camera to prevent the
consumer from obtaining reproductions of the images made
10 from a source not associated with the camera provider; (Claim
1, Lines 21-23)

and

transferring via said contractual interface from said consumer
images acquired by said camera to an image processor. (Claim
15 1, Lines 24-25).

There is no teaching in Zander to establish a contractual interface that functions
with the terms that predicate the purchase of the camera based on the amount of
film or images purchased. Zander just describes the creation of a kiosk where a
camera can be purchased preloaded with film or a camera may be placed in the
20 mechanism for removal and replacement of film. The canister containing the
exposed film may be returned to the customer or may be sent for developing

directly. While there is a security code (Fig. 17b), this security code does not prevent the customer from accessing the images for printing "from a source not associated with the camera provider". Further, there is no transferring of images via the contractual interface.

5 With regards to Claims 10 – 34 and 56, Zander does not provide:

creating a contractual interface to couple a camera provider with
a consumer; (Claim 10, Lines 3-4

receiving a commitment via said contractual interface by the
user to purchase via said contractual interface at least a first
10 amount of image reproductions; (Claim 10, Lines 10 – 12)

determining via said contractual interface that the consumer has at
least one of a plurality of financial instruments; (Claim 10, Lines
13-14)

storing camera usage information in a user information database,
15 whereby said camera usage information; (Claim 11, Lines 2 – 3)

and

encrypting by the camera of at least a first image captured by said
camera to prevent the user from having prints of at least the first
image from a source not associated with a provider of said
20 camera. (Claim 19, lines 2 – 4)

As stated above, there is no teaching in Zander to establish a contractual interface that functions with the terms that predicate the purchase of the camera based on the amount of film or images purchased. There is a security code (Fig. 17b), the security code does not provide encryption to prevent the customer
5 from accessing the images for printing "from a source not associated with the camera provider".

Zander does have camera information but it does not detail the type of usage information of this invention.

With regards to Claims 35 – 39, Zander does not provide:

10 creating a contractual interface to couple a camera distributor with a consumer, said contractual interface functions by terms of:

offering via said contractual interface to rent at least one camera to a user in exchange for a first fee;

offering via said contractual interface to reduce said first fee for
15 said camera for a commitment to purchase via said contractual interface at least a first amount of reproductions of images from said camera; (Claim 35, Lines 2-10)

receiving at a computer via said contractual interface at least one image taken with the camera; (Claim 35, Lines 14-15)

receiving an order via said contractual interface for a reproduction
of the at least one image; (Claim 35, Lines 16-17)

and

creating said reproduction of the at least one image. (Claim 35,
Line 18)

While Zander does discuss rental of the camera, Zander does not discuss
a contractual interface where the rental of the camera is based on the amount of
film purchased or images purchased.

With regards to Claims 40 – 44, Zander does not provide:

creating a contractual interface to couple a camera lessor with a
consumer, said contractual interface functions by terms for:

offering via said contractual interface to lease said camera for a
predetermined period wherein said lease includes providing
via said contractual interface the user with a first number of
prints at no additional cost as part of the lease;

receiving a commitment via said contractual interface by the
user to lease the camera for the predetermined period;

providing via said contractual interface the user with the first
number of prints at no additional cost as part of the lease;

and

providing via said contractual interface additional prints beyond the
first number of prints for no more than a predetermined fee.

(Claim 40, Lines 3-14)

5 While Zander does discuss lease of the camera, Zander does not discuss
a contractual interface where the camera is provided by a camera lessor based
on the amount of film purchased or images purchased.

With regards to Claims 57 – 76, Zander does not provide:

10 a contractual interface between said camera provider and said
consumer wherein said consumer commits to purchase of at
least the first amount of image reproductions within the selected
amount of time and the camera provider provides the consumer
with the camera, in response to the consumer entering into the
commitment; (Claim 57, Lines 5 – 9)

15 and

an image securing device associated with said camera to prevent
reproduction of at least a first image acquired from the camera
by a source not associated with the camera provider. (Claim
57, Lines 12 – 14)

As described above, there is no teaching in Zander for a device that has the purchase of the camera based on the amount of film or images purchased. Zander just describes the creation of a kiosk where a camera can be purchased preloaded with film or a camera may be placed in the mechanism for removal
5 and replacement of film. The canister containing the exposed film may be returned to the customer or may be sent for developing directly. While there is a security code (Fig. 17b), this security code does not provide a device to prevent the customer from accessing the images for printing "from a source not associated with the camera provider".

10 Further, there is no teaching to:

restricting access to images acquired by the camera to prevent the consumer from obtaining reproductions of the images made from a source not associated with the camera provider; (Claim 1, Lines 21-23)

15 Segal et al. does not discuss the providing of a camera and is entirely restricted to cellular phones. There is no discussion of image reproduction. While encryption of encrypted air pre-paid airtime communication units with unique identifiers, there is no discussion for:

creating a contractual interface to couple a camera provider with a
20 consumer to provide said consumer with at least one camera

via said contractual interface in exchange for said commitment;
(Claim 1, Lines 3-6)

determining via said contractual interface that the consumer has at
least one of a plurality of financial instruments; (Claim 1, Lines
5 15-16)

restricting access to images acquired by the camera to prevent the
consumer from obtaining reproductions of the images made
from a source not associated with the camera provider; (Claim
1, Lines 21-23)

10 transferring via said contractual interface from said consumer
images acquired by said camera to an image processor. (Claim
1, Lines 24-25)

creating a contractual interface to couple a camera provider with
a consumer; (Claim 10, Lines 3-4)

15 receiving a commitment via said contractual interface by the
user to purchase via said contractual interface at least a first
amount of image reproductions; (Claim 10, Lines 10 – 12)

determining via said contractual interface that the consumer has at
least one of a plurality of financial instruments; (Claim 10, Lines
20 13-14)

storing camera usage information in a user information database,
whereby said camera usage information; (Claim 11, Lines 2 – 3)

encrypting by the camera of at least a first image captured by said
camera to prevent the user from having prints of at least the first
5 image from a source not associated with a provider of said
camera; (Claim 19, lines 2 – 4)

creating a contractual interface to couple a camera distributor with
a consumer, said contractual interface functions by terms of:

offering via said contractual interface to rent at least one camera
10 to a user in exchange for a first fee;

offering via said contractual interface to reduce said first fee for
said camera for a commitment to purchase via said
contractual interface at least a first amount of reproductions
of images from said camera; (Claim 35, Lines 2-10)

15 receiving at a computer via said contractual interface at least one
image taken with the camera; (Claim 35, Lines 14-15)

receiving an order via said contractual interface for a reproduction
of the at least one image; (Claim 35, Lines 16-17)

creating said reproduction of the at least one image; (Claim 35,
20 Line 18)

creating a contractual interface to couple a camera lessor with a
consumer, said contractual interface functions by terms for:

offering via said contractual interface to lease said camera for a
predetermined period wherein said lease includes providing
via said contractual interface the user with a first number of
prints at no additional cost as part of the lease;

receiving a commitment via said contractual interface by the
user to lease the camera for the predetermined period;

providing via said contractual interface the user with the first
number of prints at no additional cost as part of the lease; and

providing via said contractual interface additional prints beyond the
first number of prints for no more than a predetermined fee;
(Claim 40, Lines 3-14)

a contractual interface between said camera provider and said
consumer wherein said consumer commits to purchase of at
least the first amount of image reproductions within the selected
amount of time and the camera provider provides the consumer
with the camera, in response to the consumer entering into the
commitment; (Claim 57, Lines 5 – 9)

and

an image securing device associated with said camera to prevent reproduction of at least a first image acquired from the camera by a source not associated with the camera provider. (Claim 57, Lines 12 – 14)

5 There is no teaching in the combination of Zander and Segal for a device that provides the purchasing of the camera based on the amount of film or images purchased. Zander just describes the creation of a kiosk where a camera can be purchased preloaded with film or a camera may be placed in the mechanism for removal and replacement of film with a security code (Fig. 17b)
10 and Segal discusses encryption of pre-paid airtime communication units with unique identifiers. The security code of Zander nor the encryption of Segal does not provide a device to prevent the customer from accessing the images for printing "from a source not associated with the camera provider".

 While Enomoto does provide for image transfers over a network, from a
15 camera to an image processor for print reproduction and for transfer of a certain level of camera usage information, Enomoto does not describe:

 creating a contractual interface to couple a camera provider with a consumer to provide said consumer with at least one camera via said contractual interface in exchange for said commitment;
20 (Claim 1, Lines 3-6)

determining via said contractual interface that the consumer has at
least one of a plurality of financial instruments; (Claim 1, Lines
15-16)

5 restricting access to images acquired by the camera to prevent the
consumer from obtaining reproductions of the images made
from a source not associated with the camera provider; (Claim
1, Lines 21-23)

10 transferring via said contractual interface from said consumer
images acquired by said camera to an image processor. (Claim
1, Lines 24-25)

creating a contractual interface to couple a camera provider with
a consumer; (Claim 10, Lines 3-4)

15 receiving a commitment via said contractual interface by the
user to purchase via said contractual interface at least a first
amount of image reproductions; (Claim 10, Lines 10 – 12)

determining via said contractual interface that the consumer has at
least one of a plurality of financial instruments; (Claim 10, Lines
13-14)

20 storing camera usage information in a user information database,
whereby said camera usage information; (Claim 11, Lines 2 – 3)

encrypting by the camera of at least a first image captured by said
camera to prevent the user from having prints of at least the first
image from a source not associated with a provider of said
camera; (Claim 19, lines 2 – 4)

5 creating a contractual interface to couple a camera distributor with
a consumer, said contractual interface functions by terms of:
offering via said contractual interface to rent at least one camera
to a user in exchange for a first fee;

10 offering via said contractual interface to reduce said first fee for
said camera for a commitment to purchase via said
contractual interface at least a first amount of reproductions
of images from said camera; (Claim 35, Lines 2-10)

receiving at a computer via said contractual interface at least one
image taken with the camera; (Claim 35, Lines 14-15)

15 receiving an order via said contractual interface for a reproduction
of the at least one image; (Claim 35, Lines 16-17)

creating said reproduction of the at least one image; (Claim 35,
Line 18)

20 creating a contractual interface to couple a camera lessor with a
consumer, said contractual interface functions by terms for:

offering via said contractual interface to lease said camera for a
predetermined period wherein said lease includes providing
via said contractual interface the user with a first number of
prints at no additional cost as part of the lease;

5 receiving a commitment via said contractual interface by the
user to lease the camera for the predetermined period;

providing via said contractual interface the user with the first
number of prints at no additional cost as part of the lease; and

10 providing via said contractual interface additional prints beyond the
first number of prints for no more than a predetermined fee;
(Claim 40, Lines 3-14)

15 a contractual interface between said camera provider and said
consumer wherein said consumer commits to purchase of at
least the first amount of image reproductions within the selected
amount of time and the camera provider provides the consumer
with the camera, in response to the consumer entering into the
commitment; (Claim 57, Lines 5 – 9)

and

20 an image securing device associated with said camera to prevent
reproduction of at least a first image acquired from the camera

by a source not associated with the camera provider. (Claim
57, Lines 12 – 14)

There is no teaching in the combination of Zander, Segal, and Enomoto
for a device that provides the purchasing of the camera based on the amount of
5 film or images purchased. Zander just describes the creation of a kiosk where a
camera can be purchased preloaded with film or a camera may be placed in the
mechanism for removal and replacement of film with a security code (Fig. 17b).
Segal discusses encryption of pre-paid airtime communication units with unique
identifiers. Enomoto provides for image transfers over a network. Neither, the
10 security code of Zander nor the encryption of Segal provides a device to prevent
the customer from accessing the images for printing "from a source not
associated with the camera provider". Further, Enomoto does not provide any
restricting of access of the images for printing "from a source not associated with
the camera provider".

15 The invention as claimed in amended Claims 1, 6 - 11, 19 - 28, 30 - 47, 49
- 58, 62 - 68, 70 - 78 and 82 - 96 is believed to be novel and patentable over
Zander, Segal, and Enomoto because there is an insufficient basis as described
above to conclude that the combination of claimed elements would have been
obvious to one skilled in the art. That is to say, there must be something in the
20 prior art or line of reasoning to suggest that the combination of these various
references is desirable. The applicant believes that there is no such basis for the

combination. The applicant therefore requests that Examiner Rhode reconsider the rejection in view of these arguments.

Reconsideration of the rejection under 35 USC §103(a) of Claims 3, 59, and 79 as being unpatentable over the combination of Zander, Segal, and Enomoto, and further in view of U. S. Patent 5,760,917 (Sheridan) is requested in light of the following arguments. Please refer above for the arguments with regards to Zander, Segal, and Enomoto.

Sheridan relates to an image distribution network where images are stored in a hub server. While Sheridan does discuss display of low resolution images, there is no discussion of an application of displaying low resolution images on a display incorporate in a camera. Further, Sheridan does not provide teaching to:

creating a contractual interface to couple a camera provider with a consumer to provide said consumer with at least one camera via said contractual interface in exchange for said commitment;
(Claim 1, Lines 3-6)

determining via said contractual interface that the consumer has at least one of a plurality of financial instruments; (Claim 1, Lines 15-16)

restricting access to images acquired by the camera to prevent the consumer from obtaining reproductions of the images made

from a source not associated with the camera provider; (Claim
1, Lines 21-23)

transferring via said contractual interface from said consumer
images acquired by said camera to an image processor. (Claim
1, Lines 24-25)

creating a contractual interface to couple a camera provider with
a consumer; (Claim 10, Lines 3-4)

receiving a commitment via said contractual interface by the
user to purchase via said contractual interface at least a first
amount of image reproductions; (Claim 10, Lines 10 – 12)

determining via said contractual interface that the consumer has at
least one of a plurality of financial instruments; (Claim 10, Lines
13-14)

storing camera usage information in a user information database,
whereby said camera usage information; (Claim 11, Lines 2 – 3)

encrypting by the camera of at least a first image captured by said
camera to prevent the user from having prints of at least the first
image from a source not associated with a provider of said
camera; (Claim 19, lines 2 – 4)

creating a contractual interface to couple a camera distributor with
a consumer, said contractual interface functions by terms of:

offering via said contractual interface to rent at least one camera
to a user in exchange for a first fee;

5 offering via said contractual interface to reduce said first fee for
said camera for a commitment to purchase via said
contractual interface at least a first amount of reproductions
of images from said camera; (Claim 35, Lines 2-10)

receiving at a computer via said contractual interface at least one
10 image taken with the camera; (Claim 35, Lines 14-15)

receiving an order via said contractual interface for a reproduction
of the at least one image; (Claim 35, Lines 16-17)

creating said reproduction of the at least one image; (Claim 35,
Line 18)

15 creating a contractual interface to couple a camera lessor with a
consumer, said contractual interface functions by terms for:

offering via said contractual interface to lease said camera for a
predetermined period wherein said lease includes providing
via said contractual interface the user with a first number of
20 prints at no additional cost as part of the lease;

receiving a commitment via said contractual interface by the
user to lease the camera for the predetermined period;

providing via said contractual interface the user with the first
number of prints at no additional cost as part of the lease; and

5 providing via said contractual interface additional prints beyond the
first number of prints for no more than a predetermined fee;
(Claim 40, Lines 3-14)

a contractual interface between said camera provider and said
consumer wherein said consumer commits to purchase of at
10 least the first amount of image reproductions within the selected
amount of time and the camera provider provides the consumer
with the camera, in response to the consumer entering into the
commitment; (Claim 57, Lines 5 – 9)

and

15 an image securing device associated with said camera to prevent
reproduction of at least a first image acquired from the camera
by a source not associated with the camera provider. (Claim
57, Lines 12 – 14)

There is no teaching in the combination of Zander, Segal, Enomoto, and
20 Sheridan for a device that provides the purchasing of the camera based on the

amount of film or images purchased. Zander just describes the creation of a kiosk where a camera can be purchased preloaded with film or a camera may be placed in the mechanism for removal and replacement of film with a security code (Fig. 17b). Segal discusses encryption of pre-paid airtime communication
5 units with unique identifiers. Enomoto provides for image transfers over a network. Sheridan provides image distribution network where images are stored in a hub server and employs an encryption of the identification coding to control access of the images on the hub server. Neither, the security code of Zander nor the encryption of Segal or Sheridan provides a device to prevent the customer
10 from accessing the images for printing "from a source not associated with the camera provider". Further, Enomoto does not provide any restricting of access of the images for printing "from a source not associated with the camera provider".

The invention as claimed in amended Claims 3, 59, and 79 is believed to be novel and patentable over Zander, Segal, Enomoto, and Sheridan, because
15 there is an insufficient basis to conclude that the combination of claimed elements would have been obvious to one skilled in the art. That is to say, there must be something in the prior art or line of reasoning to suggest that the combination of these various references is desirable. The applicant believes that there is no such basis for the combination. The applicant therefore requests that
20 Examiner Rhode reconsider the rejection in view of these arguments.

Reconsideration of the rejection under 35 USC §103(a) of Claims 4, 5, 60 – 61, and 80 – 81 as being unpatentable over the combination of Zander, Segal,

and Enomoto, and further in view of U. S. Patent 6,029,141 (Bezos et al.) is requested in light of the following arguments. Please refer above for the arguments with regards to Zander, Segal, and Enomoto.

Bezos et al. is a referral system where a second customer is referred for a sale with a commission to the referring person for the sale. Bezos et al. does not refer to cameras and image reproductions. Bezos et al. does not discuss:

creating a contractual interface to couple a camera provider with a consumer to provide said consumer with at least one camera via said contractual interface in exchange for said commitment;
(Claim 1, Lines 3-6)

determining via said contractual interface that the consumer has at least one of a plurality of financial instruments; (Claim 1, Lines 15-16)

restricting access to images acquired by the camera to prevent the consumer from obtaining reproductions of the images made from a source not associated with the camera provider; (Claim 1, Lines 21-23)

transferring via said contractual interface from said consumer images acquired by said camera to an image processor. (Claim 1, Lines 24-25)

creating a contractual interface to couple a camera provider with
a consumer; (Claim 10, Lines 3-4

receiving a commitment via said contractual interface by the
user to purchase via said contractual interface at least a first
5 amount of image reproductions; (Claim 10, Lines 10 – 12)

determining via said contractual interface that the consumer has at
least one of a plurality of financial instruments; (Claim 10, Lines
13-14)

storing camera usage information in a user information database,
10 whereby said camera usage information; (Claim 11, Lines 2 – 3)

encrypting by the camera of at least a first image captured by said
camera to prevent the user from having prints of at least the first
image from a source not associated with a provider of said
camera; (Claim 19, lines 2 – 4)

15 creating a contractual interface to couple a camera distributor with
a consumer, said contractual interface functions by terms of:
offering via said contractual interface to rent at least one camera
to a user in exchange for a first fee;

offering via said contractual interface to reduce said first fee for
20 said camera for a commitment to purchase via said

contractual interface at least a first amount of reproductions
of images from said camera; (Claim 35, Lines 2-10)

receiving at a computer via said contractual interface at least one
image taken with the camera; (Claim 35, Lines 14-15)

5 receiving an order via said contractual interface for a reproduction
of the at least one image; (Claim 35, Lines 16-17)

creating said reproduction of the at least one image; (Claim 35,
Line 18)

10 creating a contractual interface to couple a camera lessor with a
consumer, said contractual interface functions by terms for:

offering via said contractual interface to lease said camera for a
predetermined period wherein said lease includes providing
via said contractual interface the user with a first number of
prints at no additional cost as part of the lease;

15 receiving a commitment via said contractual interface by the
user to lease the camera for the predetermined period;

providing via said contractual interface the user with the first
number of prints at no additional cost as part of the lease; and

providing via said contractual interface additional prints beyond the
first number of prints for no more than a predetermined fee;
(Claim 40, Lines 3-14)

5 a contractual interface between said camera provider and said
consumer wherein said consumer commits to purchase of at
least the first amount of image reproductions within the selected
amount of time and the camera provider provides the consumer
with the camera, in response to the consumer entering into the
commitment; (Claim 57, Lines 5 – 9)

10 and

an image securing device associated with said camera to prevent
reproduction of at least a first image acquired from the camera
by a source not associated with the camera provider. (Claim
57, Lines 12 – 14)

15 There is no teaching in the combination of Zander, Segal, Enomoto, and
Bezos et al. for a device that provides the purchasing of the camera based on the
amount of film or images purchased. Zander just describes the creation of a
kiosk where a camera can be purchased preloaded with film or a camera may be
placed in the mechanism for removal and replacement of film with a security
20 code (Fig. 17b). Segal discusses encryption of pre-paid airtime communication
units with unique identifiers. Enomoto provides for image transfers over a

network. Bezos et al. provides a referral system where a second customer is referred for a sale with a commission to the referring person for the sale.

Neither, the security code of Zander nor the encryption of Segal provides a device to prevent the customer from accessing the images for printing "from a
5 source not associated with the camera provider". Further, Enomoto or Bezos et al. do not provide any restricting of access of the images for printing "from a source not associated with the camera provider".

The invention as claimed in amended Claims 4, 5, 60 – 61, and 80 – 81 is believed to be novel and patentable over Zander, Segal, Enomoto, and Bezos et
10 al., because there is an insufficient basis to conclude that the combination of claimed elements would have been obvious to one skilled in the art. That is to say, there must be something in the prior art or line of reasoning to suggest that the combination of these various references is desirable. The applicant believes that there is no such basis for the combination. The applicant therefore requests
15 that Examiner Rhode reconsider the rejection in view of these arguments.

Reconsideration of the rejection under 35 USC §103(a) of Claims 6, 7, 19, 45, 62 - 63, 82 - 83 and 86 as being unpatentable over the combination of Zander, Segal, and Enomoto, and further in view of U. S. Patent 6,587,949 B1 (Steinberg) is requested in light of the following arguments. Please refer above
20 for the arguments with regards to Zander, Segal, and Enomoto.

While Steinberg does describe a secure storage device that stores digital images from digital cameras and performs security functions, including

encryption, creation of an authentication file, adding data to the image data such as fingerprinting, and adding secure annotations such as separate data included in an image header. There is no teaching in Steinberg for:

5 creating a contractual interface to couple a camera provider with a
 consumer to provide said consumer with at least one camera
 via said contractual interface in exchange for said commitment;
 (Claim 1, Lines 3-6)

 determining via said contractual interface that the consumer has at
 least one of a plurality of financial instruments; (Claim 1, Lines
10 15-16)

 restricting access to images acquired by the camera to prevent the
 consumer from obtaining reproductions of the images made
 from a source not associated with the camera provider; (Claim
 1, Lines 21-23)

15 transferring via said contractual interface from said consumer
 images acquired by said camera to an image processor. (Claim
 1, Lines 24-25)

 creating a contractual interface to couple a camera provider with
 a consumer; (Claim 10, Lines 3-4)

receiving a commitment via said contractual interface by the
user to purchase via said contractual interface at least a first
amount of image reproductions; (Claim 10, Lines 10 – 12)

determining via said contractual interface that the consumer has at
least one of a plurality of financial instruments; (Claim 10, Lines
13-14)

storing camera usage information in a user information database,
whereby said camera usage information; (Claim 11, Lines 2 – 3)

encrypting by the camera of at least a first image captured by said
camera to prevent the user from having prints of at least the first
image from a source not associated with a provider of said
camera; (Claim 19, lines 2 – 4)

creating a contractual interface to couple a camera distributor with
a consumer, said contractual interface functions by terms of:

offering via said contractual interface to rent at least one camera
to a user in exchange for a first fee;

offering via said contractual interface to reduce said first fee for
said camera for a commitment to purchase via said
contractual interface at least a first amount of reproductions
of images from said camera; (Claim 35, Lines 2-10)

receiving at a computer via said contractual interface at least one
image taken with the camera; (Claim 35, Lines 14-15)

receiving an order via said contractual interface for a reproduction
of the at least one image; (Claim 35, Lines 16-17)

5 creating said reproduction of the at least one image; (Claim 35,
Line 18)

creating a contractual interface to couple a camera lessor with a
consumer, said contractual interface functions by terms for:

10 offering via said contractual interface to lease said camera for a
predetermined period wherein said lease includes providing
via said contractual interface the user with a first number of
prints at no additional cost as part of the lease;

receiving a commitment via said contractual interface by the
user to lease the camera for the predetermined period;

15 providing via said contractual interface the user with the first
number of prints at no additional cost as part of the lease; and

providing via said contractual interface additional prints beyond the
first number of prints for no more than a predetermined fee;
(Claim 40, Lines 3-14)

a contractual interface between said camera provider and said
consumer wherein said consumer commits to purchase of at
least the first amount of image reproductions within the selected
amount of time and the camera provider provides the consumer
5 with the camera, in response to the consumer entering into the
commitment; (Claim 57, Lines 5 – 9)

and

an image securing device associated with said camera to prevent
reproduction of at least a first image acquired from the camera
10 by a source not associated with the camera provider. (Claim
57, Lines 12 – 14)

Steinberg does not provide for encryption within the camera. The system
of Steinberg details the encryption within a separate computer system. Without
encryption within the camera (Claim 19, lines 2 – 4), the user would be able to
15 access the images for reproduction and defeat the terms of the contractual
relationship.

There is no teaching in the combination of Zander, Segal, Enomoto, and
Steinberg for a device that provides the purchasing of the camera based on the
amount of film or images purchased. Zander just describes the creation of a
20 kiosk where a camera can be purchased preloaded with film or a camera may be
placed in the mechanism for removal and replacement of film with a security

code (Fig. 17b). Segal discusses encryption of pre-paid airtime communication units with unique identifiers. Enomoto provides for image transfers over a network. Neither, the security code of Zander nor the encryption of Segal or Sheridan provides a device to prevent the customer from accessing the images
5 for printing "from a source not associated with the camera provider". Further, Enomoto does not provide any restricting of access of the images for printing "from a source not associated with the camera provider".

The invention as claimed in amended Claims 6, 7, 19, 45, 62 - 63, 82 - 83 and 86 is believed to be novel and patentable over Zander, Segal, Enomoto, and
10 Sheridan, because there is an insufficient basis to conclude that the combination of claimed elements would have been obvious to one skilled in the art. That is to say, there must be something in the prior art or line of reasoning to suggest that the combination of these various references is desirable. The applicant believes that there is no such basis for the combination. The applicant therefore requests
15 that Examiner Rhode reconsider the rejection in view of these arguments.

Reconsideration of the rejection under 35 USC §103(a) of Claims 13-18 as being unpatentable over the combination of Zander, Segal, and Enomoto, and Steinberg, and further in view of U. S. Patent 6,360,362 (Fichtner, et al.) is requested in light of the following arguments. Please refer above for the
20 arguments with regards to Zander, Segal, and Enomoto.

Fichtner et al. provides a method where a "host system detects that the firmware on the imaging device is incompatible with a configuration of the host

system. In response to detecting the incompatibility, an updated firmware image is transferred from the host system to the imaging device." Fichtner et al. does not discuss:

creating a contractual interface to couple a camera provider with a
5 consumer to provide said consumer with at least one camera
via said contractual interface in exchange for said commitment;
(Claim 1, Lines 3-6)

determining via said contractual interface that the consumer has at
least one of a plurality of financial instruments; (Claim 1, Lines
10 15-16)

restricting access to images acquired by the camera to prevent the
consumer from obtaining reproductions of the images made
from a source not associated with the camera provider; (Claim
1, Lines 21-23)

15 transferring via said contractual interface from said consumer
images acquired by said camera to an image processor. (Claim
1, Lines 24-25)

creating a contractual interface to couple a camera provider with
a consumer; (Claim 10, Lines 3-4)

receiving a commitment via said contractual interface by the
user to purchase via said contractual interface at least a first
amount of image reproductions; (Claim 10, Lines 10 – 12)

determining via said contractual interface that the consumer has at
least one of a plurality of financial instruments; (Claim 10, Lines
13-14)

storing camera usage information in a user information database,
whereby said camera usage information; (Claim 11, Lines 2 – 3)

encrypting by the camera of at least a first image captured by said
camera to prevent the user from having prints of at least the first
image from a source not associated with a provider of said
camera; (Claim 19, lines 2 – 4)

creating a contractual interface to couple a camera distributor with
a consumer, said contractual interface functions by terms of:

offering via said contractual interface to rent at least one camera
to a user in exchange for a first fee;

offering via said contractual interface to reduce said first fee for
said camera for a commitment to purchase via said
contractual interface at least a first amount of reproductions
of images from said camera; (Claim 35, Lines 2-10)

receiving at a computer via said contractual interface at least one
image taken with the camera; (Claim 35, Lines 14-15)

receiving an order via said contractual interface for a reproduction
of the at least one image; (Claim 35, Lines 16-17)

5 creating said reproduction of the at least one image; (Claim 35,
Line 18)

creating a contractual interface to couple a camera lessor with a
consumer, said contractual interface functions by terms for:

10 offering via said contractual interface to lease said camera for a
predetermined period wherein said lease includes providing
via said contractual interface the user with a first number of
prints at no additional cost as part of the lease;

receiving a commitment via said contractual interface by the
user to lease the camera for the predetermined period;

15 providing via said contractual interface the user with the first
number of prints at no additional cost as part of the lease; and

providing via said contractual interface additional prints beyond the
first number of prints for no more than a predetermined fee;
(Claim 40, Lines 3-14)

a contractual interface between said camera provider and said
consumer wherein said consumer commits to purchase of at
least the first amount of image reproductions within the selected
amount of time and the camera provider provides the consumer
5 with the camera, in response to the consumer entering into the
commitment; (Claim 57, Lines 5 – 9)

and

• an image securing device associated with said camera to prevent
reproduction of at least a first image acquired from the camera
10 by a source not associated with the camera provider. (Claim
57, Lines 12 – 14)

Claims 13 – 18 provide for the change in the operational modes of the
camera based on the camera usage information of Claim 11. The firmware
modifications are dependent upon the type of host system being used to update
15 the firmware of the camera and further, there is no discussion of extracting the
user information for determining the firmware update to applied to the camera.

There is no teaching in the combination of Zander, Segal, Enomoto, and
Fichtner et al. for a device that provides the purchasing of the camera based on
the amount of film or images purchased. Zander just describes the creation of a
20 kiosk where a camera can be purchased preloaded with film or a camera may be
placed in the mechanism for removal and replacement of film with a security

code (Fig. 17b). Segal discusses encryption of pre-paid airtime communication units with unique identifiers. Enomoto provides for image transfers over a network. Fichtner et al. provides a method for updating "firmware". Neither, the security code of Zander nor the encryption of Segal or Sheridan provides a
5 device to prevent the customer from accessing the images for printing "from a source not associated with the camera provider". Further, Enomoto or Fichtner et al. do not provide any restricting of access of the images for printing "from a source not associated with the camera provider".

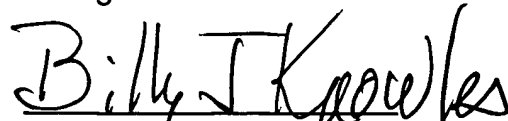
The invention as claimed in amended Claims 13-18 is believed to be novel
10 and patentable over Zander, Segal, Enomoto, and Fichtner et al., because there is an insufficient basis to conclude that the combination of claimed elements would have been obvious to one skilled in the art. That is to say, there must be something in the prior art or line of reasoning to suggest that the combination of these various references is desirable. The applicant believes that there is no
15 such basis for the combination. The applicant therefore requests that Examiner Rhode reconsider the rejection in view of these arguments.

Applicant understands that Examiner's **FINAL** position re this application and believes that the claims are in condition for allowance.

Applicant respectfully requests that a timely Notice of Allowance for all
20 claims be issued in this case.

It is requested that should Examiner Rhode not find that the Claims are now allowable, that the undersigned be called at (845) 452-5863 to overcome any problems preventing allowance.

Respectfully Submitted,
George O. Saile & Associates


Billy J. Knowles, Reg. No. 42,752